
ARNOLD & PORTER LLP

Sean Morris
Sean_Morris@aporter.com
213.243.4222
213.243.4199 Fax
44th Floor
777 South Figueroa Street
Los Angeles, CA 90017-5844

November 9, 2007

VIA U.S. Mail AND FEDEX

Ms. Kim Muratore (SFD-7-5)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

Re: San Fernando Valley / North Hollywood, California
11600 Sherman Way

Dear Ms. Muratore:

This is a letter response to the United States Environmental Protection Agency's ("EPA") September 24, 2007, supplemental request for information pursuant to Section 104(e) of CERCLA (the "September 24 supplemental Section 104(e) Request"), sent to Honeywell International Inc. ("Honeywell"), concerning the site on Sherman Way in the North Hollywood Operable Unit at which Honeywell's predecessor in interest conducted manufacturing operations (the "Facility"). Your supplemental request follows up on Honeywell responses dated May 22, 2006, June 5, 2006, and February 9, 2007, and to your previous requests for information of March 28 and November 22, 2006.

As with Honeywell's May 22, 2006, June 5, 2006, and February 9, 2007, responses, before providing responses to the specific requests, it is important to note a few preliminary matters. Over approximately the past two decades, Honeywell and its predecessors have provided voluminous information regarding the Facility (which ceased operations approximately 15 years ago) to EPA. This information has included responses to several prior Section 104(e) requests, including letter requests dated August 19, 1987 (with responses dated October 15, 1987, and June 20, 1988), May 17, 1988, April 17, 1991 (with a response dated June 27, 1991), May 22, 1992 (with a response dated July 21, 1992, and a supplemental response dated September 17, 1992), and April 18, 1995 (with a response dated July 20, 1995). EPA also has been provided information in the form of responses to discovery requests in connection with lawsuits concerning the Facility, including thorough responses to written interrogatories propounded in the action captioned *U.S. v. AlliedSignal, Inc.*, et al. (Case No. 93-6490; U.S. District Court, Central District of California). Honeywell has provided further information regarding the

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Facility in other forms as well, such as through presentations to EPA, responses to other letter requests for information from regulatory agencies, and regular groundwater monitoring reports.

Honeywell has made a good faith effort to locate and to provide available information responsive to EPA's requests. Honeywell continues to be happy to respond to further information requests by EPA and is willing to work with EPA to find answers to specific inquiries. Honeywell reserves the right to supplement the responses below as the review process continues.

Moreover, Honeywell makes the following objections to and additional general points with respect to the September 2007 supplemental Section 104(e) Request:

A. Honeywell generally objects to the September 2007 supplemental Section 104(e) Request to the extent that it seeks information or documents protected from discovery by the attorney-client privilege, the attorney work product doctrine, the joint defense or common interest privilege, the self-evaluative privilege, or any other applicable privilege or doctrine. Nothing contained in these objections or the responses below is intended as, or shall in any way be deemed as, a waiver of privilege. Honeywell further objects to the September 2007 supplemental Section 104(e) Request to the extent that it seeks confidential or proprietary business information in Honeywell's possession or confidential settlement information.

B. Honeywell generally objects to the September 2007 supplemental Section 104(e) Request to the extent that it seeks information or documents not in the possession, custody, or control of Honeywell.

C. Honeywell generally objects to the September 2007 supplemental Section 104(e) Request to the extent that it is overbroad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence or information necessary or useful to EPA's investigation, or beyond the authority provided in CERCLA Section 104(e).

D. Honeywell generally objects to the September 2007 supplemental Section 104(e) Request to the extent that it seeks information that may be derived or ascertained from documents already within the knowledge, possession or control of EPA.

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E. As noted above, this response reflects a diligent search of Honeywell's records, but no representation is made that all such records have been located and searched. Honeywell reserves the right to supplement this response in the event that it locates additional responsive non-privileged documents or information, but does not assume the obligation to do so.

F. In certain instances below, where documents contain the information sought by the September 2007 supplemental Section 104(e) Request, Honeywell has directed EPA to attached documents rather than providing answers in a narrative form.

G. Honeywell reiterates its request for confidential treatment for all nonpublic documents (designated as "confidential" on the documents) provided in earlier responses to the Section 104(e) Requests and which may be referenced in the responses below. The period of time for which confidential treatment is desired is indefinite. To the best of our understanding, Honeywell has not disclosed the information for which confidential treatment is requested, except to agents and employees and others under obligation to keep such information confidential, and has guarded the confidentiality of this information by retaining it within secure storage facilities. The reason for this request is that the information may contain trade secrets or other proprietary information and may be protected under confidentiality agreements with other entities. Honeywell asserts that disclosure of its confidential information may result in substantial harmful effects on its competitive position.

H. Unless otherwise indicated, when providing information regarding the Facility, Honeywell is providing information concerning the period that Honeywell's predecessors in interest conducted operations at the location. Except as noted with respect to ongoing environmental analysis that Honeywell is conducting, Honeywell does not have direct knowledge of operations at the "Facility" conducted by subsequent owners, such as Kaiser Permanente, Public Storage, and Home Depot.

Notwithstanding the foregoing background and objections, and preserving and without waiving the objections, Honeywell responds to the September 2007 supplemental Section 104(e) Request, incorporating each of the above objections, as follows.

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Supplemental Question

1. Describe the historical corporate or other affiliation between Bendix Aviation Ltd., owner of the Facility ("Facility being defined as 11500, 11510, and 11600 Sherman Way, and any other real property, along with improvements thereto, that the Company owned that was a part of or comprised the Allied-Signal facility/Avibank Manufacturing facility) from 1941 to 1944, and the Bendix Corporation (f/k/a, Bendix Aviation Corporation), which purchased the Facility in 1944 from Bendix Aviation Ltd. Provide copies of all documents evidencing the relationship between Bendix Aviation Ltd., and the Bendix Corporation, including, but not limited to, merger agreements, stock purchase agreements, and asset sale agreements. Also clarify whether the Company considers Bendix Aviation Ltd. as its predecessor in interest.

As an initial matter, as Honeywell has previously indicated to EPA, searches of Honeywell files has revealed no information regarding the property currently referred to as 11500 Sherman Way. The results of that search indicate that the 11500 Sherman Way property was never part of the Facility.

Nevertheless, Honeywell has located additional information regarding Bendix Aviation Ltd. Prior to December 1943, Bendix Aviation, Ltd. was a California corporation all of whose issued and outstanding capital stock was held by Bendix Aviation Corporation. On or about December 7, 1942, the Board of Directors of Bendix Aviation Corporation passed a resolution recommending the "complete liquidation and dissolution of said Bendix Aviation, Ltd." and the "transfer to [Bendix Aviation Corporation], subject to existing liabilities, of all the property and assets of said BENDIX AVIATION, LTD." [See Exhibit A (excerpt) at p. 4, attached hereto.] Following the liquidation of Bendix Aviation, Ltd., a division of Bendix Aviation Corporation (the "Pacific Division") was established to "take over and perform" obligations previously undertaken by Bendix Aviation, Ltd. [*Id.* at p. 5.]

On December 31, 1943, Bendix Aviation, Ltd., in exchange for the surrendering of all of its issued and capital stock, sold, assigned, and transferred to Bendix Aviation Corporation "all of the property and assets of Bendix Aviation, Ltd., of every nature, kind and description." [See Exhibit B, at p. 1, attached hereto.] The sale, assignment and transfer was "made subject to all liabilities of Bendix Aviation, Ltd." and Bendix Aviation Corporation accepted "such sale, assignment and transfer upon the conditions aforesaid." [*Id.* at p.3.]

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On March 7, 1968, Bendix Aviation Corporation changed its name to "The Bendix Corporation." [See Exhibit C, attached hereto.] Bendix Aviation, Ltd. thus was a predecessor-in-interest to Bendix Aviation Corporation, which changed its name in 1968 to The Bendix Corporation. Prior responses trace the additional steps in the relationship of Honeywell International Inc. back to The Bendix Corporation.

* * *

Please contact me at (213) 243-4222 if you have any additional questions regarding these particular responses.

Sincerely,



Sean Morris

cc: Benny Dehghi

BENDIX AVIATION CORPORATION

2-19-44
S.B.
Jell
by

Minutes of a Special Meeting of the Board of
Directors of BENDIX AVIATION CORPORATION, held at the office
of the Corporation, Suite 1104 Fisher Building, Detroit,
Michigan, Tuesday, December 7, 1943, at 10:00 o'clock in the
forenoon, Eastern War Time.

Pursuant to call made by direction of the President and on due notice, the Board of Directors of Bendix Aviation Corporation met at the office of the Corporation at Detroit, Michigan, at 10:00 o'clock in the forenoon, Eastern War Time.

Ernest E. Breech, President of the Corporation, called the meeting to order and presided, and E. A. Gossner, Secretary of the Corporation, kept the minutes.

The following Directors were present:

Messrs. M. E. Baker
Ernest E. Breech
Paul E. Davis
S. G. Down
W. E. Boughton
Charles Marcus
Wm. L. McGrath
E. A. Palmer
E. O. Thomas

The following Directors were absent:

Messrs. C. O. Kiniger
G. A. Bentschler

Mr. Wm. T. Gossett, Counsel, was present by invitation.

The Chairman declared that nine of the Directors, constituting a majority of the board and a quorum for the transaction of business, were present, and that the meeting was therefore duly constituted and competent to transact business.

The Secretary announced that a notice of the meeting had been duly mailed to each of the Directors on the 16th day of November. As presented to the meeting copy of such notice, and was directed, there being no objection, to insert the same in the minute book immediately following the minutes of this meeting.

There was presented to the meeting the advisability of amending the by-laws to provide for an increase in the number of directors. After discussion, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, That Section 1 of Article III of the by-laws, as amended, be further amended so that the first paragraph of said section 1, as amended, shall read as follows:

Section 1. Number and Term of Office

The business and the property of the Corporation shall be managed and controlled by a Board of twelve Directors. The Directors shall be elected by ballot by plurality vote of the stockholders at the Annual Meeting of the stockholders, and each Director shall be elected to serve for the term of one year and until his successor shall be elected and shall qualify, except as hereinafter otherwise provided for filling vacancies.

The Chairman stated that it was in order to elect a Director to fill the existing vacancy in the Board, and he called for nominations. Mr. Walter E. Delucas was thereupon duly nominated and his nomination was duly seconded. There being no other nominations, they were declared closed.

Thereupon, Mr. Delucas was duly and unanimously elected a Director of the Corporation to serve until the next annual meeting of stockholders, and until his successor shall be duly elected and qualified.

Mr. Solucas thereupon entered the meeting and took his place as a Director of the Corporation.

By direction of the Chairman, minutes of the Special Meeting of the Board of Directors held on the 2nd day of September, 1943, at Philadelphia, Pennsylvania, were read. Thereupon, on motion duly made, seconded and unanimously carried, said minutes were approved as read.

The Secretary reported that a copy of the minutes of meetings of the Executive Committee, held on October 5, 1943 and November 9, 1943, had been mailed to each of the Directors. On motion duly made, seconded and unanimously carried, those minutes and all action taken by the Executive Committee, as incorporated in said minutes, were approved and ratified.

Mr. Gosner, Secretary of the Audit and Compensation Committee of the Board of Directors, read aloud the minutes of the meeting of that Committee held on October 6, 1943, and November 9, 1943. Following an informal discussion, on motion duly made and seconded and duly and unanimously carried, those minutes were approved and all action taken as shown by said minutes was approved, ratified and adopted.

The President announced that, pursuant to authority of the Executive Committee, the Corporation had been duly qualified to do business in the State of California. He proposed that the Corporation create a new division, to be known as the "Pacific Division", to carry on all of the activities now carried on by Landia Aviation, Ltd., a wholly owned subsidiary, with its principal office and factory in Los Angeles, California. It was also stated that the Corporation proposes to use

Board of Directors of Bendix Aviation, Ltd., that appropriate resolutions be adopted, providing for the complete liquidation and dissolution of said Bendix Aviation, Ltd., and in connection therewith, for the transfer to the Corporation, subject to existing liabilities, of all of the property and assets of said Bendix Aviation, Ltd., in complete cancellation or redemption of all of the issued and outstanding capital stock of said corporation. He presented a proposed form of letter agreement to be used for this purpose.

After discussion, upon motion duly made and seconded, the following preambles and resolutions were duly and unanimously adopted:

WHEREAS, the Corporation has been duly qualified to transact business in the State of California; and

WHEREAS, all of the issued and outstanding capital stock of BENDIX AVIATION, LTD., is now owned by the Corporation, and it is deemed desirable that the activities previously carried on by said corporation be conducted in the future through a new Division to be known as the "Machine Division"; and

WHEREAS, it is deemed desirable and in the best interests of the Corporation that it propose to its wholly owned subsidiary, Bendix Aviation, Ltd., the adoption of a plan of complete liquidation and dissolution, providing for the distribution by said corporation of all of its property and assets in complete cancellation or redemption of all of its issued and outstanding capital stock;

IT IS HEREBY RESOLVED, That

IT IS HEREBY RESOLVED, That the President or any Vice President or the Treasurer of the Corporation be and hereby is authorized and directed to propose to the Board of Directors of Bendix Aviation, Ltd., that appropriate resolutions be adopted, providing for the complete liquidation and dissolution of said Bendix Aviation, Ltd., in connection therewith for the transfer to the Corporation, subject to existing liabilities, of all of the property and assets of said BENDIX AVIATION,

LTD., in complete cancellation or redemption of all of the issued and outstanding capital stock of said corporation; and be it

FURTHER RESOLVED, That the President or any Vice President or the Treasurer of the Corporation be and hereby is authorized and directed, in the name and on behalf of the Corporation, under its corporate seal or otherwise, to consent in writing to the liquidation and dissolution of Bendix Aviation, Ltd., to surrender all the issued and outstanding shares of capital stock of Bendix Aviation, Ltd., being 10,000 shares of the par value of \$5.00 per share, for cancellation or redemption, and in exchange therefor, within the corporate fiscal year, to accept all of the property and assets of said Bendix Aviation, Ltd., and to execute and deliver all papers, instruments and documents and to take such other or further action as may be necessary or convenient to effect the liquidation and dissolution of said Bendix Aviation, Ltd. and the transfer of all of its assets in liquidation to the Corporation and to carry out the full intent and purposes of these resolutions; and be it

FURTHER RESOLVED, That there be and hereby is established a Division of the Corporation to be known as the Pacific Division, which, upon the liquidation and dissolution of Bendix Aviation, Ltd., shall, as a Division of the Corporation, take over and perform any or all outstanding and uncompleted contracts, commitments, leases, or other obligations of said Bendix Aviation, Ltd., and accept and perform any new contracts, leases or other obligations of a type which, prior to the dissolution of Bendix Aviation, Ltd., would have been undertaken by that Corporation; and be it

FURTHER RESOLVED, That until further action of the Board of Directors or the Executive Committee of the Corporation, L. Stobins be and is hereby appointed an Assistant Secretary of the Corporation, to act until the next annual meeting of the Board of Directors or until the Board or Executive Committee shall otherwise determine, with power and authority to sign as Assistant Secretary and to attest with the corporate seal of the Corporation all bids, contracts and bonds with the United States Government or any of its departments, and also such reports, returns and like documents as may from time to time be required to be filed on behalf of the Corporation, but only with respect to the business of the Pacific Division of the Corporation.

The necessity of authorizing certain individuals to act for the Corporation in connection with the business of the

Pacific Division was presented to the meeting. Thereupon, on motion duly made and seconded, the following resolution was duly and unanimously adopted:

RESOLVED, That Palmer Moholls, as Vice President of the Corporation and General Manager of the Pacific Division of the Corporation, and Mel W. Burns, as Assistant General Manager, be and hereby are, and each of them hereby is, authorized and empowered to enter into or execute for and on behalf of the Corporation any and all bids, contracts, bonds or other instruments to or with the United States Government or any of its Departments or Offices, or to or with any other person, firm or corporation in connection with or pertaining to the business of the Pacific Division of the Corporation.

The President reported to the meeting that Frederic Weyburne has been appointed General Manager of Marshall-Eclipse Division of the Corporation, succeeding Furber Marshall, resigned. After discussion, on motion duly made, seconded and duly and unanimously carried, this appointment was approved.

The necessity of authorizing Mr. Weyburne to act for the Corporation in connection with the business of Marshall-Eclipse Division was presented to the meeting. Thereupon, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, That the following person:

Frederic Weyburne, General Manager

of Marshall-Eclipse Division of the Corporation, be and hereby is authorized and empowered to enter into and/or execute for and on behalf of the Corporation, any and all bids, contracts or bonds to or with the United States Government, or any of its Departments or Offices, or to or with any other person, firm or corporation, in connection with or pertaining to the business of Marshall-Eclipse Division of the Corporation.

KNOW ALL MEN BY THESE PRESENTS, that BENDIX AVIATION, INC., a California corporation, for and in consideration of the surrender by BENDIX AVIATION CORPORATION, a Delaware corporation, of all of the issued and outstanding capital stock of BENDIX AVIATION, LTD., for cancellation and redemption, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over, effective as of the close of business on December 31, 1943, to Bendix Aviation Corporation, its successors and assigns, all of the property and assets of Bendix Aviation, Ltd., of every nature, kind and description whatsoever, wherever situated or located and whether real, personal or mixed, or tangible or intangible, and including without limiting the generality of the foregoing:

1. All right, title and interest which Bendix Aviation, Ltd., has or may hereafter acquire in and to all Letters Patent of the United States of America, and in and to the inventions or improvements by such Letters Patent respectively secured, and in and to all applications for Letters Patent of the United States of America, and in and to all trade-marks, trade names, whether registered in, or protected by the United States of America or not.

2. All cash on hand and all bills and accounts received of Bendix Aviation, Ltd., from whomsoever due and where-soever evidenced thereof, if any, may be held, including any and all amounts to become due.

3. All shares of stock, contracts, contract rights, rights of action, vouchers and things in action whatsoever of Bendix Aviation, Ltd.

4. All right, title and interest of Bendix Aviation, Ltd., in or to any real estate, buildings or improvements thereon, fixtures or appurtenances thereto; all furniture, machinery, tools or any other equipment; and also all other property and rights to property of whatsoever nature.

Bendix Aviation, Ltd., does hereby irrevocably constitute and appoint BENDIX AVIATION CORPORATION, its successors and assigns, its true and lawful attorney or attorneys with full power of substitution on behalf of Bendix Aviation Corporation, its successors and assigns, to assert and enforce title or ask, demand, collect, receive, enforce, compound and give receipts, releases and acquittances for its claims of every nature whatsoever and, from time to time, in the name of Bendix Aviation, Ltd., or in the name of Bendix Aviation Corporation, or its successors or assigns, to institute and prosecute any and all proceedings at law or in equity, or in bankruptcy or otherwise, and to do any and all other acts and things which Bendix Aviation Corporation, its successors and assigns may deem proper, hereby ratifying and confirming all that Bendix Aviation Corporation, its successors and assigns, may lawfully do by virtue hereof.

Bendix Aviation, Ltd., hereby agrees that it will, whenever and as often as requested by Bendix Aviation Corporation, its successors and assigns, execute and deliver any and all such further conveyances, assignments, transfers, deeds, confirmations, stock transfer powers and any and all such instruments of further assurances, approvals, or consents, and will also do all and singular such further acts and things as Bendix Aviation Corporation, its successors or assigns may hereafter deem to be necessary or proper in order to complete, insure or effect the foregoing sale, assignment and transfer to Bendix Aviation Corporation, its successors and assigns.


Such sale, assignment and transfer is made subject to all liabilities of Bendix Aviation, Ltd., as of the close of business on December 31, 1943, including all liabilities for taxes, whether absolute or contingent, such sale, assignment and transfer is made without any representations or warranties of any kind or character, including but not limiting the generality of the foregoing, any representations or warranties with respect to the right, title or interest of Bendix Aviation, Ltd., in and to any or all of the property and assets hereby sold, assigned, transferred and set over, or its right to sell, assign, transfer and set over, the same or any thereof.

Bendix Aviation Corporation hereby accepts such sale, assignment and transfer upon the conditions aforesaid.

IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed on their respective behalves by their respective officers thereunto duly authorized, and have caused their respective corporate seals to be affixed and attested this 31st day of December, 1943.

BRIDIX AVIATION, LIMITED

By


Palmer Nicholls
President

Attest:

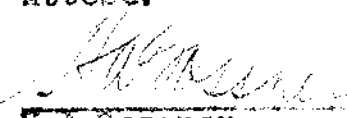

E Stobbins
Assistant Secretary

BRIDIX AVIATION CORPORATION

By


E R Breech
President

Attest:


H A Gossner
Secretary

State of Delaware



Office of Secretary of State

I, Elisha C. Dukes, Secretary of State of the State of Delaware,

do hereby certify that the Certificate of Incorporation of the "BENDIX AVIATION CORPORATION", was received and filed in this office the thirtieth day of April, A.D. 1929, at 10 o'clock A.M.;

And I do hereby further certify that the said "BENDIX AVIATION CORPORATION", filed a Certificate of Amendment changing its corporate title to "THE BENDIX CORPORATION", on the first day of June, A.D. 1960, at 10 o'clock A.M.;

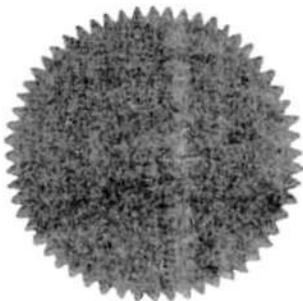
And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business;

And I do hereby further certify that the said "THE BENDIX CORPORATION", is the last known title of record of the aforesaid Corporation;

And I do hereby further certify that all the Franchise Taxes have been paid to date.

In Testimony Whereof, I have hereunto set my hand

and official seal at Dover this seventh day of
March in the year of our Lord one thousand nine
hundred and sixty-eight.



Elisha C. Dukes

Secretary of State

J. F. Lawrence

Asst. Secretary of State



Ext



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44th Floor
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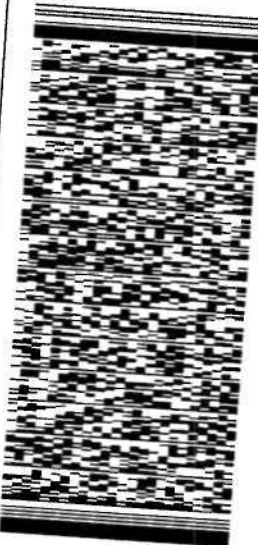
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